

RESOLUTION

AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL SERVICES, CITY AND COUNTY OF HONOLULU, OR THE DIRECTOR'S DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNIVERSITY OF HAWAII, HAWAII OCEAN OBSERVING SYSTEM, FOR THE MANAGEMENT OF OCEANOGRAPHIC DATA.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, requires that any intergovernmental agreement or any amendments thereto which places an obligation upon the City or any department or agency thereof receive the consent and approval of the Council of the City and County of Honolulu; and

WHEREAS, the Department of Environmental Services, City and County of Honolulu, is responsible for the proper management of wastewater within the vast majority of Oahu; and

WHEREAS, the conservation and preservation of coastal waters and the mitigation of influence on the ocean environment by the discharge of treated wastewater is of significant importance to the department; and

WHEREAS, the storage, management and distribution of oceanographic data related to City wastewater management efforts is needed to ensure protection of the oceanic environment; and

WHEREAS, the 1995 Mamala Bay Study provided a recommendation that the data produced by the study should be maintained by an appropriate agency of the City or the State of Hawaii for the beneficial use of all who may wish to access it; and

WHEREAS, the Division of Environmental Quality, Department of Environmental Services, City and County of Honolulu, is involved in the collection and storage of oceanographic data in the areas surrounding the City's ocean outfalls and additional financial and technical expertise and resources are required to assist with this effort; and

WHEREAS, the University of Hawaii, Hawaii Ocean Observing System (UHHIOOS), is currently providing data and refined data products in the areas of biology, physical oceanography and water quality to the public through the development of a data management and distribution system; and

WHEREAS, the City desires to enter into an intergovernmental agreement with the UHHIOOS, for a minimum of five years; and



RESOLUTION

WHEREAS, such an agreement would allow the City and the UHHIOOS to combine their respective resources to create a new means to archive, manage and disseminate oceanographic data collected and held by the City and utilize the existing technical support from UHHIOOS, as well as other local experts; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu, that the Director of Environmental Services, or his designee, be hereby authorized to:

1. Execute an intergovernmental agreement with UHHIOOS in substantially the form attached hereto as Exhibit A and by reference made a part of this Resolution; and
2. Execute any incidental or related agreements and documents in furtherance of the above agreement so long as such agreements and documents do not incur additional obligations on the part of the City; and

BE IT FINALLY RESOLVED that the Clerk is hereby directed to transmit copies of this Resolution to the Director of the Department of Environmental Services and the University of Hawaii, Hawaii Ocean Observing System.

INTRODUCED BY

(br)

DATE OF INTRODUCTION:

OCT 12 2009

Honolulu, Hawaii

Councilmembers

EXHIBIT A

DRAFT

**MEMORANDUM OF AGREEMENT
Between the City and County of Honolulu
Department of Environmental Services
and the
University of Hawaii**

THIS MEMORANDUM OF AGREEMENT is entered into this ___ day of _____, 2009 ("Agreement"), by and between the City and County of Honolulu ("CITY"), through its Department of Environmental Services ("ENV") and the University of Hawaii ("UH"), hereinafter referred to as the "Parties."

WHEREAS, the CITY wishes to obtain the services of the UH's Hawaii Ocean Observing System ("HIOOS") for the management of oceanographic data currently held and collected by the CITY;

WHEREAS, the CITY is responsible for the proper management of collecting, treating and disposing wastewater within the vast majority of Oahu;

WHEREAS, there is considerable interest in the conservation and preservation of coastal waters and the monitoring of the ocean environment to ensure it is not adversely impacted by the discharge of treated wastewater;

WHEREAS, the storage, management, and distribution of oceanographic data related to CITY wastewater management efforts can promote the protection of the oceanic environment;

WHEREAS, CITY, under the ENV Division of Environmental Quality is involved in the collection and storage of oceanographic data in the areas surrounding the CITY's ocean outfalls and additional financial and technical expertise and resources would assist with this effort;

WHEREAS, the HIOOS is currently providing data and customized interface with user retrieval capability of coastal monitoring data in the areas of biology, physical oceanography, and water quality to the public through the development of a data management and distribution system;

WHEREAS, CITY and the HIOOS may combine their respective resources to create a new means to archive, manage, and disseminate oceanographic data collected and held by the CITY in order to utilize the existing technical support from HIOOS as well as other local experts; and

WHEREAS, pursuant to Section 3-122-149, Hawaii Administrative Rules ("HAR"), the City has determined that it is in its best interest that the services described herein be provided for in a multi-term contract so as to provide uninterrupted services

over more than one fiscal period and further, that a multi-term contract will result in significantly more favorable contract terms and prices compared to a series of shorter term contracts for the same good or service due to high start-up costs, therefore the CITY and the UH agree to provide these services, subject to available funding, at a cost to the CITY not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) annually for five (5) years for an aggregate total not to exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00); and

WHEREAS, UH will adhere to the budget presented in Exhibit A in FY 2010, attached hereto and incorporated herein;

NOW, THEREFORE, the CITY and the UH, in consideration of the foregoing and of the mutual promises hereinafter set forth, and intending to be legally bound, hereby mutually agree as follows:

I. PARTIES AND PURPOSE

This Agreement is between CITY and the UH.

The purpose of this Agreement is to establish a formal relationship between the CITY and the UH HIOOS to provide for HIOOS's storage, management, and dissemination of coastal oceanographic data collected by and obtained from the ENV Division of Environmental Quality, to help carry-out ENV's efforts to monitor impacts of wastewater management and disposal efforts to the coastal and open ocean environment.

II. BACKGROUND

The CITY provides essential services for the collection, treatment and disposal of treated wastewater for the majority of businesses and residences on the island of Oahu. Currently, the department owns and/or operates nine wastewater treatment plants, of which three discharge to underground injection wells (Paalaa Kai, Kahuku and Waimanalo Wastewater Treatment Plants ("WWTP")), one discharges to an inland water body (Wahiawa WWTP) and four to ocean submerged outfalls (Sand Island, Honouliuli, Waianae and Kailua Regional WWTPs). The CITY also operates a wastewater reclamation facility at Laie. The facility treats wastewater to a higher level for the irrigation of golf courses as prescribed by the State Department of Health reuse guidelines primarily.

As required by the National Pollutant Discharge Elimination System ("NPDES") permits for the Sand Island, Honouliuli, Waianae and Kailua Regional WWTPs, the CITY's Oceanographic Team frequently samples the waters near the plants' respective ocean outfalls. Samples are analyzed by the CITY laboratory or its contracted laboratory. With limited resources, the CITY currently houses and manages this data. In addition, the CITY has a separate agreement with the UH (through the Water Resource Research Center), to review certain monitoring data to determine if there are any impacts on the biological system in the vicinity of the CITY's ocean outfalls.

HIOOS is the Hawaiian Islands component of the Pacific Islands Ocean Observing System (PacIOOS), one of eleven regional observing programs in the United States that is supporting the emergence of the U.S. Integrated Ocean Observing System ("IOOS").

HIOOS is a coordinated effort among numerous researchers at the UH School of Ocean Earth Science and Technology ("SOEST") and the broader scientific community to develop an integrated system-of-systems that provides the public with accurate, reliable, and timely information about the coastal and open oceans surrounding the Hawaiian Islands. This information is distributed via the world-wide-web in the form of real-time data feeds, archived data sets, and derived, integrated products. Data obtained via the HIOOS is maintained by the HIOOS Data Management System ("DMS"). The HIOOS DMS includes archival and distribution of data and the creation of products such as data trend charts utilizing such data available to the users through the web.

In 1995, a study was conducted to evaluate the effects of point and non-point discharges to the waters of Mamala Bay. One of the recommendations of the Mamala Bay study is that the data produced by the study should be maintained by an appropriate agency of the CITY or the State of Hawaii for the beneficial use of all who may wish to access it. The CITY will follow this recommendation while adding that this database will encompass monitoring data outside of the study.

III. SCOPE OF WORK

The CITY and the UH hereby agree in accordance with their respective budgets, laws, and missions to the following terms and conditions regarding the scope of work and funding:

A. The CITY will:

1. Provide historic and recently collected data sets (with appropriate metadata) related to physical oceanography, biology, and the marine environment in the regions surrounding CITY's Ocean Outfalls.

B. The UH HIOOS will:

1. Provide the CITY information and access to the data in conformity with the provisions of this Agreement.
2. Store, manage, and disseminate via web servers the historic (including the data from the Mamala Bay Study) and current marine data sets as provided by the CITY as an integrated data stream within the HIOOS DMS.
3. Develop and create computing products related to the dissemination of the coastal ocean monitoring data if requested by particular users of the data and subject to review and approval by the CITY and the UH HIOOS.

Further, if both Parties approve such a user request, the UH HIOOS shall resubmit a revised budget for the FY(s) impacted by such request, subject to the CITY's review and approval. Under no circumstances shall the cost of developing and implementing the computing product(s) cause the total expenditures in each FY to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)

IV. FUNDING

1. Subject to the availability of funding, within 30 (thirty) days of the execution of this Agreement, the CITY will provide a lump sum payment of FORTY-NINE THOUSAND FIVE HUNDRED NINETY TWO AND NO/100 DOLLARS (\$49,592.00) to the UH as the CITY's maximum financial obligation for the current fiscal year ("FY").
2. Any unspent funding may be carried over by the UH to the subsequent FY for continuing services to be provided by the HIOOS to the CITY under this Agreement. Each FY's total expense shall not exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).
3. During the term of this Agreement, by June (15) of each year, the UH shall provide an accounting report to the CITY which will provide, at the minimum, an expenditure report of the time and material spent for the current FY, time and material spent for the entire term of the Agreement to date, and the amount of funding to be carried over to the subsequent FY. Such accounting report shall include an itemized listing of time and materials categories, including, but not limited to, "Personnel," "Equipment" and "Others."
4. By November 30 of each year, the UH shall present to the CITY a budget for the upcoming FY.
5. Upon termination of this Agreement, the UH shall return to the CITY any unspent funds from the CITY after being reimbursed for time and material incurred to that date by the UH under this Agreement.

V. DURATION OF AGREEMENT, AMENDMENTS, TERMINATION

- A. This Agreement will become effective on the date of the final signature of both parties and will remain in effect for five (5) years from that date. Both Parties may extend the term of the Agreement by mutual agreement.
- B. For subsequent FY, funding needed to meet the project total budget amount, which is inclusive of the surplus funds from previous FY, is subject to the appropriation and availability of funding and is further subject to approval by City Council.

- C. The Parties will review the Agreement every year to determine whether it should be renewed, revised, or terminated, as appropriate.
- D. This Agreement may be amended within its scope or renewed prior to the five-year expiration date, through the execution of written amendments by the Parties.
- E. This Agreement may be terminated at any time by: (1) written mutual consent; or (2) one Party's written notice to the other Party six (6) months in advance of the date of termination. Upon termination of the Agreement, to the extent appropriated funds are available, the CITY will reimburse UH for all work completed under this Agreement up to the date of termination and all non-cancelable costs. Any remaining funds at the end of this Agreement shall revert back to the CITY.
- F. Upon termination of this Agreement, the UH agrees to provide the aggregate data to date from the database to the CITY in the same format as given to the UH or as an ASCII file form compatible with the CITY's hardware/software.

VI. OTHER PROVISIONS

- A. The Parties recognize and agree that the provision of any product or service under the Agreement is subject to appropriation and availability of funds, and is further subject to approval by City Council.
- B. The Parties realize and agree that the provisions concerning the obligations of the UH are dependent upon external grants and other funding sources in support of the intent of this Agreement. Should such funding not materialize, the CITY may terminate the Agreement consistent with the foregoing provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers or agents on the day and the year first above written above.

APPROVAL RECOMMENDED:

CITY AND COUNTY OF HONOLULU

By: TIMOTHY E. STEINBERGER Date
Director, Department of Environmental Services

By: Director of Budget and Fiscal Services

APPROVED AS TO FORM AND LEGALITY:

STATE OF HAWAII

Deputy Corporation Counsel

By: Director of the Office of Research
Services, University of Hawaii

APPROVED AS TO FORM:

Associate General Counsel

EXHIBIT A
FY 2010 BUDGET

The data management group of the Hawaii Integrated Ocean Observing System (HiOOS) will archive and distribute data from the Department of Environmental Services (ENV). This will involve the purchase of extra RAID disks (hard drive storage) to augment the current HiOOS system and the associated network/computing charges within the School of Ocean and Earth Science and Technology (SOEST). Personnel charges are budgeted for a senior data manager to coordinate activities within HiOOS and to interact with personnel at the ENV (estimated at two weeks per year). Programmer time for data transfers, reformatting and updating/managing the data server systems is estimated at four months per year. Finally, a web specialist will be supported at two weeks per year to maintain/update the web interface to the data products. UH personnel are charged with a 39% fringe benefit rate and a 3.5% indirect cost rate.

Budget:

1. Personnel	
a. data base manager (2 weeks/yr at 8,000 per month).....	4,000
b. programmer (4 months/yr at 6,500 per month)	26,000
c. web specialist (2 weeks/yr at 7,000 per month).....	3,500
Total salary	33,500
Fringe @39%.....	13,065
Total salary	46,565
2. Equipment	
a. disk storage (500 GB per year)	1,000
3. Other	
a. RCF network fees	350
TOTAL	47,915
O/H @3.5.....	1,677
TOTAL	\$49,592

EXHIBIT B
TIMETABLE

Item	Due Date
Budget Table Submittal	November 30
Accounting Report Submittal	June 15

REQUEST FOR INDEPENDENT SERVICES CONTRACT

Request # 5441

☒ OPERATING funds ☐ CAPITAL funds

Project Title: SOEST MOA - Monitoring Data Management

Project Number:

AGENCY

Requesting Agency: ENVIRONMENTAL SERVICES

Division: SEWAGE COLL & DISPOSAL

Length of contract: From 7/17/09 To 7/16/14 For 60 months, 0 days

1. Purpose and goals of contract:

To provide services to store, manage and provide a means for the dissemination of the oceanographic data produced by the City and its consultants. This agreement is for five years subject to the appropriation and availability of funding in each fiscal year. This M4 is to encumber funding for the initial one-year term of the agreement.

2. Activities to be undertaken by contractor:

- 1) Contractor will develop a database system that not only provides a place of archiving/storage but also a front end interface for public dissemination through the world wide web.
- 2) Contractor will coordinate with the City to migrate any data into the database
- 3) Relating to item #1, dissemination of the data should be available from real time feed input and archived datasets. Contractor is encouraged to derive integrated products targeted for data dissemination that will enhance user productivity.

3. Evaluation of need to accomplish work:

A Mamala Bay Study (1995) recommendation is that the database developed by the study should be maintained by an appropriate agency of the City or the State of Hawaii for the beneficial use of all who may wish to access it. ENV will follow this recommendation while adding that this database will encompass monitoring data outside of the study.

4. Explain limitations of in-house staff to perform work:

Personal does not have the time, resources and expertise to carry out such work.

5. State any plans to develop in-house skills to avoid contracting similar work in the future:

No such plan to take on the work described in this M4.

6. Identify total cost of contract and how the cost is computed:

Up to \$50,000 based on discussion with UH School of Ocean and Earth Science and Technology (SOEST). Project to be perpetuate annually for five years subject to availability of funds.

7. Are the services budgeted? ☒ Yes ☐ No

If not budgeted, identify how the service will be funded and the source of the funding:

Funds will come from 170/2111/3049, which is listed as Mamala Bay Data Management in the budget.

8. Is this an amendment to a previous contract?

☐ Yes ☒ No

Contract No.

Amendment No.

☐ Cost of contract is under \$50,000 in current fiscal year.☒ Approved.☐ Denied.

Manuel S Lanuevo for
Agency Head

7/7/09
Date

REQUEST FOR INDEPENDENT SERVICES CONTRACT

Request # 5441

DHR**CERTIFICATION:**

It is hereby certified that the above is for personal services performed on a fee, contract or piecework basis by persons who may lawfully perform their duties concurrently with their private business or profession or other private employment, if any, and whose duties require only a portion of their time, where it is impracticable to ascertain or anticipate the portion of time devoted to the service of the city.

[Sec. 6-1103(h)]

☒ Approved.☐ Denied.

Noel Ono for _____
Director of Human Resources

7/7/09 _____
Date

BFS**RECOMMENDATIONS:****Account Code:** 170/2111-10 (3049) \$50,000**Comments:**☒ Certified as to availability of funds.☐ Funds are not available.

Dale Yamada _____
Fiscal Officer

7/28/09 _____
Date

☐ See attachment for authorized action.☐ Attachment sent to MD for approval.

Processed By

Date

☒ Approval Recommended.**Comments:**☐ Denial Recommended.

Rix Maurer III _____
Director of Budget and Fiscal Services

8/4/09 _____
Date

MD☐ See attachment for authorized action.

Processed By

Date

☒ Approved**Comments:**☐ Denied

Trudi Saito for _____
Managing Director

8/5/09 _____
Date

Comments:

JARAMILLA,CLEVELAND F: Please note that an M4 (Request #4665) was previously approved in FY09. However, we were not able to finalize an agreement and therefore the funding lapsed. Consequently, we are attempting to encumber funding for this project into the new FY2010 and hopefully be able to execute an agreement into the new FY.

MIYAMOTO,BEVERLY H: Funds budgeted in fy10 operating budget.

NAGAMINE,DAVID I: Athan, Could you address the following questions? I have concerns about the need for this project. (1) Since most of the monitoring data is already contained in the EPA ODES system, what benefit would be derived from this project? (2) Who will maintain the database after funds run out? (3) Who will do a QA check on the data to be put into this database? Thank you.

Dave

ADACHI,ATHAN K: Dave, Ross suggested this route. (1) A Mamala Bay Study (1995) recommendation is that the database developed by the study should be maintained by an appropriate agency of the City or the State of Hawaii for the beneficial use of all who may wish to access it. Contractor will develop a database system that not only provides a place of archiving/storage but also a front end interface for public dissemination through the world wide web. Rather than ENV coming up with a way to do this, the UH SOEST system will be able to provide this service. (2) If funding dries up, the service will be discontinued. (3) Contractor will coordinate with the City to migrate any data into the database.

NAGAMINE,DAVID I: Ross, I am concerned that this contract will not benefit the City. Please see my questions in the "Previous Comments" below. Although this was a recommendation from the MB Study, it is not binding on ENV.

TANIMOTO,ROSS S: Recommend approval.

PAEKUKUI,LUELLA JUNE: Operating Fund over \$50K Approve and send to BFS Fiscal, BFS Budget Director and send to MD mailbox

CHAI,DARRYL: Does not require Budgetary Admin review.

MAURER III,RIX: Gordon, FYI & can you please comment

BRUCE,GORDON J: Grace: Comments Please

CHENG,GRACE C L: DIT concerns the sustainability of the DB created by this engagement since it is outsourced and subject to funding. We assume the DB will be created, maintained by SOEST outside of the City's infrastructure. DIT will not be responsible for any IT support or potential DB hosting in the future. Grace Cheng

BRUCE,GORDON J: OK to outsource, assuming funds are available and that this is a priority project when compared to others.

Remarks:

* JARAMILLA,CLEVELAND F (CIVIL ENG 5 in ENV) INITIATED this request to TOYOTA,LESLEY ANN W Y Z on 6/30/2009 4:46:43 PM

* TOYOTA,LESLEY ANN W Y Z (DES CONT BR ENG in ENV) APPROVED and sent this request to ADACHI,ATHAN K on 7/1/2009 10:57:07 AM

* ADACHI,ATHAN K (CIVIL ENG 8 in ENV) APPROVED and sent this request to MIYAMOTO,BEVERLY H on 7/1/2009 11:15:14 AM

* MIYAMOTO,BEVERLY H (ADMIN SPCLT 3 in ENV) REVIEWED and sent this request to NAGAMINE,DAVID I on 7/1/2009 4:52:01 PM

* NAGAMINE,DAVID I (EXEC ASST I in ENV) REVIEWED and sent this request to ADACHI,ATHAN K on 7/2/2009 11:25:32 AM

* ADACHI,ATHAN K (CIVIL ENG 8 in ENV) APPROVED and sent this request to NAGAMINE,DAVID I on 7/2/2009 2:03:28 PM

* NAGAMINE,DAVID I (EXEC ASST I in ENV) REVIEWED and sent this request to TANIMOTO,ROSS S on 7/6/2009 8:01:32 AM

* TANIMOTO,ROSS S (SECOND DEPUTY DIRECTOR in ENV) APPROVED and sent this request to LANUEVO,MANUEL S on 7/6/2009 8:34:17 AM

* LANUEVO,MANUEL S (DEP DIR ENV in ENV) APPROVED and sent this request to *DHR - Recruitment Mailbox on 7/7/2009 1:44:49 PM

CC: AKAHANE,MICHELE S E

* PAEKUKUI,LUELLA JUNE (SR CLERK TYPIST in DHR) APPROVED and sent this request to INAMASU,GWYNNE W on behalf of *DHR - Recruitment Mailbox on 7/7/2009 1:53:27 PM

* INAMASU,GWYNNE W (HUMAN RESOURCES MGR II in DHR) APPROVED and sent this request to ONO,NOEL T on 7/7/2009 3:20:22 PM

* ONO,NOEL T (AST DIR HR in DHR) APPROVED and sent this request to *BFS - Fiscal Mailbox on 7/7/2009 3:48:54 PM

* TOMA,LYNETTE W (SECRETARY III in BFS) APPROVED and sent this request to YAMADA,DALE M on behalf of *BFS - Fiscal Mailbox on 7/7/2009 4:02:59 PM

* IKEDA,AKIKO M (ACCOUNTANT 3 in BFS) REVIEWED and sent this request to YAMADA,DALE M on behalf of YAMADA,DALE M on 7/9/2009 3:59:59 PM

* YAMADA,DALE M (ACCOUNTANT 5 in BFS) REVIEWED and sent this request to *BFS Budget Div Mailbox on 7/28/2009 4:47:24 PM

CC: LOO,WINNIE W N

* CHAI,DARRYL (BUD PRG ADM in BFS) REVIEWED and sent this request to MAURER III,RIX on behalf of *BFS Budget Div Mailbox on 7/29/2009 7:06:15 AM

* MAURER III,RIX (DIR BFS in BFS) REVIEWED and sent this request to BRUCE,GORDON J on 8/3/2009 5:38:50 AM

* BRUCE,GORDON J (DIR INFO TECH in DIT) REVIEWED and sent this request to CHENG,GRACE C L on 8/3/2009 9:22:04 AM

* CHENG,GRACE C L (CHF DATA PRCSNG in DIT) REVIEWED and sent this request to BRUCE,GORDON J on 8/3/2009 9:47:17 AM

* BRUCE,GORDON J (DIR INFO TECH in DIT) APPROVED and sent this request to MAURER III,RIX on 8/3/2009 9:56:12 AM

* MAURER III,RIX (DIR BFS in BFS) APPROVED and sent this request to *MD Mail Box on 8/4/2009 9:13:49 AM

* SAITO,TRUDI S (DEP MNGNG DIR in MDO) APPROVED, CLOSED and returned this request to JARAMILLA,CLEVELAND F on behalf of *MD Mail Box on 8/5/2009 3:20:36 PM

DETERMINATION OF INDEPENDENT CONTRACTOR STATUS

Requesting Agency: ENVIRONMENTAL SERVICES

Division: SEWAGE COLL & DISPOSAL

Length of contract: From 7/17/09 To 7/16/14 For 60 months, 0 days

Purpose:

This form is to be completed and attached to all Form M-4s when requesting an independent contractor under a personal services contract, as provided for in Administrative Directives Manual 265-1-1, Section I-D.2. This form does not preclude the documentation requirements of the Form M-4.

Questions:

While none of the below factors is decisive in itself, the totality of the circumstances will determine the City's relationship with the contractor. The following questions address the level of control which the City will have over the contractor's work. Indicate a YES or NO answer for

	Yes	No
(1) The worker is regularly engaged in business apart from that of the employer and is available to the general public to perform such services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) The worker possesses some special skill or trade not common to the general public.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) The worker is engaged by the employer to perform services not ordinarily a regular business activity of the employer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) The worker supplies his/her own tools and materials, and hires and controls his/her own helpers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) The worker has a contract for the completion of a specific job, and is paid a lump sum, without deduction of withholding and social security taxes, rather than by an hourly rate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) The worker controls the hours worked, the selection of materials, and the quality of performance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) It is impracticable to ascertain or anticipate the portion of time that will be devoted to performing the service of the city.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Conclusion:

State conclusion based on answers to above questions relating to control over performance of service. If the majority of answers are "NO", then additional documentation will be required to justify the independent contractor status of the individual.

Based on the responses above, we believed we are dealing with an Independent Contractor

PREPARED BY: Cleveland JaramillaAPPROVED: Manuel S Lanuevo for
*Agency Head*CONCUR: Noel Ono for 7/7/09
Director of Human Resources *Date*

CONTRACT SERVICES EXEMPTION FROM CIVIL SERVICE

	Yes	No
--	-----	----

Does this contract provide services which are same or similar to existing City job classes?

☐ ☒

If yes, explain.

Was contract work historically and customarily performed in the department?

☐ ☒

If yes or no, explain.

No. Such effort will take a dedicated employee to manage the database system.

If the work was always under contract despite having a similar job class in the City, the reasons for the contract must be described. Check if Charter (h) provision applies:

	Yes	No
--	-----	----

☒ (h) Are the services performed on a fee, contract or piecework?

☒ ☐

Are the duties lawfully performed concurrently with a private business, profession or private employer?

☐ ☒

Vendor

Duties require only a portion of business time?

☒ ☐

Can the portion of time devoted to the service of the City be determined?

☒ ☐

Explain.

Contractor will be required to provide report of the time spent on the project

☒ I hereby certify that the information is correct and true.

Cleveland Jaramilla

Certifier Name

6/30/2009

Date

PLEASE RETURN TO
ENVIRONMENTAL SERVICES
DIV. OF ENVIRONMENTAL QUALITY

DEPARTMENT OF ENVIRONMENTAL SERVICES
CITY AND COUNTY OF HONOLULU
1000 ULUOHIA STREET, SUITE 308 • KAPOLEI, HAWAII 96707
PHONE: (808) 768-3486 • FAX: (808) 768-3487 • Website: <http://envhonolulu.org>

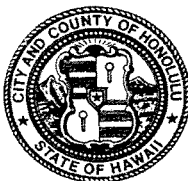
FILE COPY

MUFI HANNEMANN
Mayor

JUL 22 18:21

'09

ENVIRONMENTAL SERVICES
DIVISION OF ENVIRONMENTAL QUALITY



TIMOTHY E. STEINBERGER, P.E.
Director

MANUEL S. LANUEVO, P.E., LEED AP
Deputy Director

ROSS S. TANIMOTO, P.E.
Deputy Director

EMC 09-159

July 15, 2009

MEMORANDUM

TO: RIX MAURER III, DIRECTOR
DEPARTMENT OF BUDGET AND FISCAL SERVICES

FROM: TIMOTHY E. STEINBERGER, P.E., DIRECTOR
DEPARTMENT OF ENVIRONMENTAL SERVICES

SUBJECT: REQUEST TO PURSUE A MULTI-TERM MEMORANDUM
OF AGREEMENT (MOA) WITH THE UNIVERSITY OF HAWAII

In accordance with the State of Hawaii Procurement Law, HAR 3-122-149, subsection (e), we request your approval to pursue a multi-term MOA with the University of Hawaii (services to be provided by the Hawaii Ocean Observing System) for a five-year period to provide, store, manage, and provide a means for public dissemination of the oceanographic data produced by the City and its consultants. Please note that in 1995, a study was conducted to evaluate the effects of point and non-point discharges to the waters of Mamala Bay. One of the recommendations of the Mamala Bay study is that the data produced by the study should be maintained by an appropriate agency of the City or the State of Hawaii for the beneficial use of all who may wish to access it. We believe that a multi-term contract will best serve the interest of the City by the following:

1. The contract length would be five (5) years. During this period, the consultant will have the opportunity to become acquainted with the various types of data that the City will generate. A multi-term contract would also give the consultants the opportunity to improve the quality control and quality assurance aspect of the work.
2. Because the agreement is for five (5) years, this will allow the consultant to recoup any high start up costs while providing savings

Rix Maurer III, BFS

July 15, 2009

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to the City from procuring another consultant agreement on an annual basis. High startup cost could involve the purchase of computers to house the database. The useful life of a computer is longer than a year.

3. It is believed a five (5) year agreement term will produce favorable contract terms as compared to a series of annual agreements.

Finally there is sufficient funding in FY2010 to pay for the initial one (1) year term of the agreement.

If you have any questions regarding this request, please call CJ Jaramilla of our Monitoring and Compliance Branch, Division of Environmental Quality, at 768-3253.

APPROVED:



JUL 16 2009

Rix Maurer III, Director
Director of Budget and Fiscal Services

Date

TES/CJ:di

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
C E R T I F I C A T E

RESOLUTION 09-300

Introduced: 10/12/09 By: TODD APO (BR)

Committee: PUBLIC
INFRASTRUCTURE

Title: RESOLUTION AUTHORIZING THE DIRECTOR OF ENVIRONMENTAL SERVICES, CITY AND COUNTY OF HONOLULU, OR THE DIRECTOR'S DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNIVERSITY OF HAWAII, HAWAII OCEAN OBSERVING SYSTEM, FOR THE MANAGEMENT OF OCEANOGRAPHIC DATA.

Links: [RES09-300](#)
[CR-362](#)


PUBLIC INFRASTRUCTURE	11/03/09	CR-362 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION.
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COUNCIL	11/18/09	CR-362 AND RESOLUTION 09-300 ADOPTED.
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ANDERSON	Y	APO	Y	CACHOLA	A	DELA CRUZ	Y	DJOU	Y
GARCIA	Y	KOBAYASHI	Y	OKINO	Y	TAM	Y		

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.


BERNICE K. N. MAU, CITY CLERK


TODD K. APO, CHAIR AND PRESIDING OFFICER